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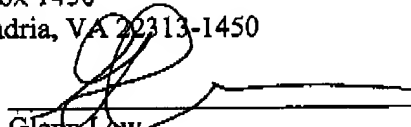
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From: GLENN LAW  
Sender's Direct Dial: (202) 672-5426  
Date: September 30, 2004  
Client/Matter No: 040356-0384  
Serial No.: 09/941,733  
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Atty. Dkt. No. 040356-0384

***IN THE UNITED STATES PATENT AND TRADEMARK OFFICE***

Applicant: Hidetoshi ITO et al.  
Title: EXHAUST EMISSION CONTROL DEVICE  
Appl. No.: 09/941,733  
Filing Date: 08/30/2001  
Examiner: Hien Tran  
Art Unit: 1764

**TERMINAL DISCLAIMER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioner, NISSAN MOTOR CO., LTD., having its principal place of business at No. 2, Takara-cho, Kanagawa-ku, Yokohama city, Kanagawa Japan, represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/941,733, filed 08/30/2001, which is a continuation of U.S. Patent Application No. 09/327,484, filed 06/08/1999, by virtue of an Assignment filed and recorded in the parent application on June 8, 1999, on Reel/Frame 010034/0792, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 6,303,084, which issued on U.S. Patent Application No. 09/327,484, filed June 8, 1999, by virtue of the Assignment filed and recorded on June 8, 1999, on Reel/Frame 010034/0792, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Your Petitioner, NISSAN MOTOR CO., LTD., hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,303,084, and hereby agrees that any patent so granted on the above identified patent

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application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,303,084 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,303,084 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,303,084 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,303,084 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,303,084, in the event that such present term is extended by virtue of compliance with the conditions for term extension or adjustment of any present or future patent term extension or adjustment provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as APPENDIX A, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,303,084 rests with Petitioner, NISSAN MOTOR CO., LTD.. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section

Atty. Dkt. No. 040356-0384

1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date SEP 30 2004

By *Richard L. Schwaab*

FOLEY & LARDNER LLP  
Customer Number: 22428  
Telephone: (202) 672-5414  
Facsimile: (202) 672-5399

Richard L. Schwaab  
Attorney for Applicant  
Registration No. 25,479

APPENDIX A



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
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AUGUST 23, 1999

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RICHARD L. SCHWAAB  
3000 K STREET, N.W., SUITE 500  
WASHINGTON, D.C. 20007-5109



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RECORDATION DATE: 06/08/1999

REEL/FRAME: 010034/0792  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

ITO, HIDETOSHI

DOC DATE: 05/18/1999

## ASSIGNOR:

NISHIZAWA, KIMIYOSHI

DOC DATE: 05/21/1999

## ASSIGNOR:

SATO, RITSUO

DOC DATE: 05/19/1999

## ASSIGNEE:

NISSAN MOTOR CO., LTD.  
NO. 2, TAKARA-CHO, KANAGAWA-KU,  
KANAGAWA  
YOKOHAMA CITY, JAPAN

SERIAL NUMBER: 09327484  
PATENT NUMBER:

FILING DATE: 06/08/1999  
ISSUE DATE:

FORM PTO-1538 (modified)  
(Rev. 5-5-91)

OMB No. 0651-0011 (exp. 4/94)

RECORDATIC  
PATE

06-23-1999

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101073585

Documents or copy thereof

to the Honorable Commissioner of Patents and Trademark.

1. Name of conveying party(ies):

Hidetoshi ITO (May 18, 1999), Kimiyoshi NISHIZAWA  
(May 21, 1999) and Ritsuo SATO (May 19, 1999)Additional name(s) of conveying party(ies) attached? No

1. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ OtherExecution Date: same as above

2. Name and address of receiving party(ies):

Name: NISSAN MOTOR CO., LTD.

Internal Address:

Street Address: No. 2, Takara-cho, Kanagawa-ku,  
KanagawaCity: Yokohama city, State: Japan ZIP:Additional name(s) & address(es) attached? No

1. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: same as above

A. Patent Application No.(s)

B. Patent No.(s)

09/327484

Additional numbers attached? No

1. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard L. SchwaabInternal Address: FOLEY & LARDNERStreet Address: 3000 K Street, N.W., Suite 500City: Washington, State: D.C. ZIP: 20007-51096. Total number of applications and patents involved: 17. Total fee (37 C.F.R. § 3.41). . . . . \$40.00☒ Enclosed☐ Authorized to be charged to deposit account8. Deposit account number: 19-0741

(Attach duplicate copy of this page if paying by deposit account)

21/1999 CSHEFFEY 00000027 09327484

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1. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Richard L. Schwaab

Name of Person Signing

  
SignatureJune 8, 1999

Date

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Washington, D.C. 20231

010034/0792 PAGE 2

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

**ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

name and  
address of  
assignee

NISSAN MOTOR CO., LTD.

No.2, Takara-cho, Kanagawa-ku, Yokohama city, Kanagawa, JAPAN

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to his invention relating to

title of  
invention

EXHAUST EMISSION CONTROL DEVICE

as set forth in his United States Patent Application

check one

☐ executed concurrently herewith

☐ executed on \_\_\_\_\_

☐ Serial No. \_\_\_\_\_

Filed \_\_\_\_\_

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of FOLEY & LARDNER the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

NAMES AND SIGNATURES OF INVENTORS		
Name: Hidetoshi ITO	Signature: <i>Hidetoshi Ito</i>	Date: 5/18/1999
Name: Kimiyoshi NISHIZAWA	Signature: <i>Kimiyoshi Nishizawa</i>	Date: 5/21/1999
Name: Ritsuo SATO	Signature: <i>Ritsuo Sato</i>	Date: 5/19/1999
Name:	Signature:	Date:
NAMES AND SIGNATURES OF WITNESSES		
Name:	Signature:	Date:
Name:	Signature:	Date:

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